

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 40
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-09-R-03089		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED August 3, 2009
7. ISSUED BY FAA, NAS Automation & Facilities Acquisition Division (AMQ-200) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933		6. REQUISITION/PURCHASE AC-09-03089 (FAA Internal Use Only)	

FIRM-FIXED-PRICE
SOLICITATION for:
Software Support Services

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 313, Multi-Purpose Building until 3:30 p.m. local time September 3, 2009.
(Hour) (Date)

10. FOR INFORMATION CALL: >	A. NAME Cynthia Cooper	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-2601
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No. 3.3.1-6)		10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
14. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Request for Offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE				
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION (4 COPIES UNLESS OTHERWISE SPECIFIED) >	
24. ADMINISTERED BY (If other than Item 7) FAA, NAS Contract Management Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932		25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25710 Oklahoma City, OK 73125-4913		28. AWARD DATE	
26. NAME OF CONTRACTING OFFICER (Type or print) CYNTHIA L. COOPER		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

PART I - SECTION B**SUPPLIES OR SERVICES AND PRICES/COST**

The contractor shall provide services set forth below in accordance with the terms, conditions, and provisions set forth herein.

BASE YEAR

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Robocom's Inventory Management System (RIMS) Software Maintenance	12	MO	\$ _____	\$ _____
0002	RIMS Source Code Updates	12	MO	\$ _____	\$ _____
0003	Progress Software Maintenance for RIMS Production, Test & Development Servers	12	MO	\$ _____	\$ _____
0004	Progress Software Maintenance for RIMS Disaster Recovery Servers	12	MO	\$ _____	\$ _____

TOTAL BASE YEAR \$ _____

OPTION I (2ND YEAR)

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Robocom's Inventory Management System (RIMS) Software Maintenance	12	MO	\$ _____	\$ _____
0002	RIMS Source Code Updates	12	MO	\$ _____	\$ _____
0003	Progress Software Maintenance for RIMS Production, Test & Development Servers	12	MO	\$ _____	\$ _____
0004	Progress Software Maintenance for RIMS Disaster Recovery Servers	12	MO	\$ _____	\$ _____

TOTAL OPTION I \$ _____

OPTION II (3RD YEAR)

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Robocom's Inventory Management System (RIMS) Software Maintenance	12	MO	\$ _____	\$ _____
0002	RIMS Source Code Updates	12	MO	\$ _____	\$ _____
0003	Progress Software Maintenance for RIMS Production, Test & Development Servers	12	MO	\$ _____	\$ _____
0004	Progress Software Maintenance for RIMS Disaster Recovery Servers	12	MO	\$ _____	\$ _____

TOTAL OPTION II \$ _____

OPTION III (4TH YEAR)

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Robocom's Inventory Management System (RIMS) Software Maintenance	12	MO	\$ _____	\$ _____
0002	RIMS Source Code Updates	12	MO	\$ _____	\$ _____
0003	Progress Software Maintenance for RIMS Production, Test & Development Servers	12	MO	\$ _____	\$ _____
0004	Progress Software Maintenance for RIMS Disaster Recovery Servers	12	MO	\$ _____	\$ _____

TOTAL OPTION III \$ _____

PART I - SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide the services identified in SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, in accordance with the Statement of Work shown as Attachment 1 in Part III- SECTION J, LIST OF ATTACHMENTS, and with all other terms, conditions, and provisions set forth herein.

C.2 SECTION 508 OF THE REHABILITATION ACT OF 1973

FAA has determined that the following accessibility standard (36 CFR Part 1194) applies to this procurement under Section 508 of the Rehabilitation Act of 1973.

- 1194.21 Software Applications and Operating Systems. Most of the specifications for software pertain to usability for people with vision impairments. For example, one provision requires alternative keyboard navigation, which is essential for people with vision impairments who cannot rely on pointing devices, such as a mouse. Other provisions address animated displays, color and contrast settings, flash rate, and electronic forms, among others.

The contractor shall deliver products and/or services that provide the features described in the above standard, or equivalent salient characteristics. Additionally, the contractor shall provide product support documentation and services (i.e. help desk and training) in alternate formats to accommodate end users with disabilities.

C.3 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (SEPTEMBER 2001) CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I - SECTION D
PACKAGING AND MARKING

Not applicable

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services—Fixed-Price and Cost Reimbursement" (AMS 3.10.4-4), and "Inspection—Time-and-Materials and Labor-Hour" (AMS 3.10.4-5).

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (AUGUST 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

- 3.10.4-4 INSPECTION OF SERVICES—BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)**
- 3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APRIL 1996)**

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE

All deliverables shall be in accordance with the provisions set forth in the Statement of Work.

F.2 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.3 CONTRACT PERIOD (JANUARY 1997)

CLA.1604

The effective period of this contract is from the date of contract award to one year from date of contract award for the Base Period, and if extended by the exercise of up to three Option Periods, one year increments thereafter.

F.4 ACCELERATED DELIVERY (JANUARY 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government and contractor's proposed schedule meets with COTR's acceptance.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (AUGUST 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)**
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)**
- 3.11-34 FOB DESTINATION (APRIL 1999)**

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JAN 1997)**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services , by written notice to the contractor not later than the expiration date of the current contract period.

G.2 INVOICING PROCEDURES - GENERAL (JANUARY 2002) Revised**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:
 FAA, Mike Monroney Aeronautical Center
 Financial Operations Division (AMZ-100)
 P.O. Box 25710
 Oklahoma City, OK 73125-4913
- (2) Two copies to:
 FAA, Mike Monroney Aeronautical Center
 Contract Management Team (AMQ-240)
 P.O. Box 25082
 Oklahoma City, OK 73125
- (3) Two copies to:
 FAA, Mike Monroney Aeronautical Center
 Information Systems Group (AML-40)
 Randy Moore
 P.O. Box 25082
 Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.3 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JANUARY 2002)

CLA.4550

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (AUGUST 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 2008)

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 FAA FACILITY REGULATIONS

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.2 RELATIONSHIP BETWEEN FAA, CONTRACTOR AND CONTRACTOR EMPLOYEES

(a) The FAA and the contractor understand and agree that the services to be delivered under this contract by the contractor to the FAA are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exists or will exist between the FAA and the contractor and/or between the FAA and the contractor's employees. The contractor personnel shall be responsible solely to the contractor, which in turn, shall be responsible to the FAA.

(b) The FAA shall not exercise any supervision or control over contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a federal officer, either military or civilian, in connection with performance of work under this contract. Likewise, contractor personnel shall not be placed in positions of command, supervision, administration, or control of federal officers, or personnel of other prime contractors, or become an integrated part of the FAA organization in connection with performance of work under this contract.

(c) The contractor shall be responsible for selecting personnel who are qualified to perform the required services or supervision necessary for work and for keeping them informed of all improvements, changes, and methods of operation.

(d) Rules, regulations, directives, and requirements issued during the contract term by appropriate governmental authority shall be applicable to all contractor personnel or representatives who enter the Aeronautical Center. This requirement shall not be construed or interpreted to establish any degree of government control which is inconsistent with a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the Aeronautical Center does not violate these requirements.

(e) The services to be performed under this contract shall not require the contractor or employees to exercise personal judgment and discretion on behalf of the FAA.

(f) The contractor and its personnel shall not be considered employees of the federal government and shall not be eligible, by virtue of performance of work under this contract, for payment by the FAA of entitlements and benefits accorded federal employees.

(g) The entire consideration to the contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

H.3 ENVIRONMENTAL, SAFETY AND HEALTH (JULY 2008)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy which states:

"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."

(4) The requirements of the MMAC Environmental Management System (EMS) which is modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above

referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC EMS Employee Awareness and MMAC General Employee Training. This training is available on-line at:

https://employees.faa.gov/employee_services/regcent_services/mmac/amp/env/mgt_system/.

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Health and Safety (OHS) Policy which states:

"The Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the health and safety of our employees and neighbors. It is our policy to ensure that employees, students and visitors are provided with workplaces that are free from recognized hazards that may cause serious illness or injury. In keeping with this commitment; we will implement, maintain and continually improve our health and safety performance by utilizing a comprehensive Occupational Health and Safety Management System which:

- Ensures compliance with all applicable occupational safety and health requirements
- Identifies hazards, assesses risks and implements controls
- Prevents injury and illness
- Establishes health and safety objectives

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a healthy and safe work environment for employees, students and visitors."

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer (CO) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the CO may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the CO. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the CO to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause. (End of Clause)

H.4 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JANUARY 1997) CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.5 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL CLA.1262 (JULY 2001)

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) Government Screening Standards for Contractor Personnel.

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.6 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001)

CLA.1262

ATTACHMENT 1 **SCREENING STANDARDS-CONTRACTOR**

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;

5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

H.7 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001)**CLA.1262****ATTACHMENT 2*****ADJUDICATIVE STANDARDS: ISSUES****CLA 1262 (JUL 2001)**

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

1. **Issues related to use or possession of intoxicants:**

Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.

2. **Issues related to illegal use/possession of controlled substances or marijuana:**

Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.

3. **Issues related to financial responsibility:**

Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.

4. **Issues related to immoral conduct:**

Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.

5. **Issues related to honesty:**

Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.

6. **Issues related to disruptive or violent behavior:**

Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.

7. **Issues related to termination or forced resignation:**

Pattern of unemployability based on misconduct or delinquency as reflected in employment history.

8. **Issues related to firearms/weapons:**

Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.

9. **Miscellaneous issues:**

Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

H.8 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)**CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.9 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)**CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.10 PERSONNEL AND SUPERVISION (OCTOBER 2006)**CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

H.11 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)**CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I
CONTRACT CLAUSES

I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.2 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 calendar days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Contract Management Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or

(iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date _____

3.2.2.3-39 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION -- MODIFICATIONS (JULY 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
 (2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government will give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing

House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

3.3.1-36 AVAILABILITY OF FUNDS - OPTION PERIODS UNDER A CONTINUING RESOLUTION (APRIL 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing

resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or
 (2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JULY 2006)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for

each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE). In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Mike Monroney Aeronautical Center
Manager, Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd
Oklahoma City, OK 73169

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (JULY 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting,

photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (AUGUST 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

- 3.2.2.3-8 AUDIT AND RECORDS (JULY 2004)**
- 3.2.2.3-25 REDUCING THE PRICE OF A CONTRACT OR MODIFICATION FOR DEFECTIVE COST OR PRICING DATA (JULY 2004)**
- 3.2.2.3-27 SUBCONTRACTOR COST OR PRICING DATA (JULY 2004)**
- 3.2.2.3-29 INTEGRITY OF UNIT PRICES (JULY 2004)**
- 3.2.2.3-33 ORDER OF PRECEDENCE (JULY 2004)**
- 3.2.2.3-39 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION – MODIFICATIONS (JULY 2004)**
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996)**
- 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APRIL 2008)**
- 3.2.2.8-1 MATERIAL REQUIREMENTS (OCTOBER 2007)**
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)**
- 3.2.5-3 GRATUITIES OR GIFTS (JANUARY 1999)**
- 3.2.5-4 CONTINGENT FEES (OCTOBER 1996)**
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 1996)**

- 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999)
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
- 3.3.1-1 PAYMENTS (APRIL 1996)
- 3.3.1-6 DISCOUNT FOR PROMPT PAYMENT (APRIL 1996)
- 3.3.1-8 EXTRAS (APRIL 1996)
- 3.3.1-9 INTEREST (JANUARY 2008)
- 3.3.1-10 AVAILABILITY OF FUNDS (APRIL 1996)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
- 3.3.1-17 PROMPT PAYMENT (JANUARY 2008)
- 3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)
- 3.4.1-10 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JULY 1996)
- 3.4.1-13 ERRORS AND OMISSIONS (JULY 1996)
- 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)
- 3.4.2-7 FEDERAL, STATE, AND LOCAL TAXES—FIXED-PRICE, NONCOMPETITIVE CONTRACT (APRIL 1996)
- 3.5.1 AUTHORIZATION AND CONSENT (JANUARY 2009)
- 3.5.2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)
- 3.5-13 RIGHTS IN DATA-GENERAL (JANUARY 2009)
- 3.5-16 RIGHTS IN DATA-SPECIAL WORKS (JANUARY 2009)
- 3.5-18 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JAN 2009)
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (SEPTEMBER 2001)
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)
- 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (JANUARY 1998)
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APRIL 2000)
- 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (JANUARY 1998)
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)
- 3.6.2-37 NOTIFICATION OF EMPLOYEES' RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (APRIL 2007)
- 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)
- 3.6.3-16 DRUG FREE WORKPLACE (JANUARY 2004)
- 3.6.4-2 BUY AMERICAN ACT—SUPPLIES (JUL 1996)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APRIL 1996)
- 3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (JAN 1999)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)
- 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)
- 3.9.1.2 PROTEST AFTER AWARD (AUGUST 1997)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.1-12 CHANGES—FIXED-PRICE (APRIL 1996)
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)
- 3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APRIL 1996)
- 3.10.2-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APRIL 1996)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)
- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)
- 3.13-11 PLAIN LANGUAGE (JULY 2006)

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1.	Statement of Work (SOW), Software Maintenance of Warehouse Management System (WMS)	06/15/09	15

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this solicitation (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, **with the exception of the Federal Aviation Administration Acquisition Management system (AMS) Business Declaration, which is specifically required to be completed, signed and submitted with offer (Attachment 5).** Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOVEMBER 2000) CLA.0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519.

(2) The small business size standard is \$21/million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 CERTIFICATION OF PRODUCTS/SERVICES OFFERED (SEPTEMBER 2006) CLA.0127

(a) The offeror certifies that the products/services offered are products/services of a process that is ☐ ISO 9001:2000 certified (certified offer), ☐ ISO 9001:2000 compliant (compliant offer), or ☐ Non-certified/Non-compliant (non-certified/non-compliant offer).

(b) The offeror ☐ is, ☐ is not the manufacturer of the products offered.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MARCH 1999) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.4 SECTION 508 OF THE REHABILITATION ACT OF 1973 CERTIFICATION (SEPTEMBER 2001) CLA.4547

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

K.5 CERTIFICATION OF CONTRACTOR CONFORMANCE TO THE MMAC ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) (JULY 2008) CLA.4560

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS as required by Clause 0090, Environmental, Safety, and Health Program.

Authorized Representative: _____

Company Name: _____

Date: _____

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____

(country)

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 - 134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a FAA entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the FAA, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (OCTOBER 1996)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JUL 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

_____	_____
_____	_____
_____	_____

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (AUGUST 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996)

FEDERAL AVIATION ADMINISTRATION
BUSINESS DECLARATION

1. **Name of Firm:** _____
2. **Address of Firm:** _____

3. **Telephone Number of Firm:** _____
Facsimile Number of Firm: _____
4. (a) **Name of Person Making Declaration:** _____
(b) **Telephone Number of Person Making Declaration:** _____
(c) **Position Held In The Company:** _____
5. **Controlling Interest In Company (X All Appropriate Boxes)**
() **Black American** () **Hispanic American** () **Native American** () **Asian American**
() **Female-Non Minority** () **Male-Non Minority** () **Female** () **Male**
() **8(a) Certified (Certification Letter Attached)**
6. **Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?**
() **Yes** () **No**
- If No, provide the name and telephone number of the person who has this authority:**

7. **Nature of Business—Specify major services/products.**

8. (a) **Years the firm has been in business:** _____ (b) **No. of Employees:** _____
9. **Type of Ownership:** () **Sole Ownership** () **Partnership** () **Other/Explain Below:**

10. **Gross receipts of the firm for the last three years: Year Ending _____ Gross Receipts \$ _____**
Year Ending _____ Gross Receipts \$ _____ Year Ending _____ Gross Receipts \$ _____

11. **Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN) Data Universal Numbering System (DUNS):**

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. **Is the firm a small business?** Yes _____ No _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
(Name of Business)
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ **Date:** _____

Name/Title: _____

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PRICE PROPOSAL REQUIREMENTS (SEP 2007)

CLA. 0110

(a) Unless an exemption as described in AMS 3.2.2.3-39, Requirements for Cost or Pricing Data or Other Information—Modifications, is claimed and supported, the offeror is requested to provide cost and pricing data for each contract line item number (CLIN) summarized by contract period and also summarized at the total contract level. Cost and pricing data must be provided in sufficient detail for analysis and possible audit by the Defense Contract Audit Agency (DCAA). For purposes of this solicitation, cost and pricing data is defined in the Federal Aviation Administration (FAA) Acquisition Management System (AMS) Procurement Guidance at T3.2.3, Appendix D. The data submitted shall include, as a minimum, in spreadsheet format with the costs properly totaled and extended, the following:

- (i) Direct Labor Rates and Hours by Labor Category
- (ii) Labor Burden and Overhead Rates/Costs
- (iii) Direct Materials-Costs-Kinds, Quantities
- (iv) Material Overhead/Handling Charges
- (v) Other Direct Costs by Kinds and Quantities
- (vi) Corporate Overhead (General and Administrative Costs)
- (vii) Facilities Capital Cost of Money (If applicable)
- (viii) Profit/Fee

(b) For each of the above cost elements, the offeror shall provide the basis of the estimate, the estimating rationale, and methodology of the estimate to include projections from known factors to the estimates. The FAA is not governed by the Federal Acquisition Regulation (FAR); however the FAR may be used for guidance. Further details on submission of a cost proposal are contained in the FAR 15.408, Table 15-2.

(c) The contracting officer may require the offeror to submit subcontractor's cost or pricing data if it is considered necessary for adequately pricing the prime contract. If the subcontract effort is significant, (e.g., in excess of \$500,000 for each subcontractor and more than 10% of the prime contractor's proposed price) the offeror's cost submission must include the results of the offeror's review and evaluation of all subcontract proposals. This review and evaluation must address how the subcontractor's cost/prices were determined fair and reasonable by the offeror.

L.2 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JANUARY 1997)

CLA.4533

Offerors are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be

binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.3 ISO 9001:2000 CERTIFICATION/COMPLIANT INCENTIVE PROGRAM REQUIREMENTS (AUGUST 2006) CLA.4538

(a) The Federal Aviation Administration Logistics Center (FAALC) in Oklahoma City is an ISO 9001:2000 registered organization. In compliance with Element 7.4, Purchasing, of the standard, and how it relates to products and services provided by the Logistics Center, the FAALC has an evaluation incentive program to encourage contractors to offer products/services that are produced utilizing an ISO 9001:2000 certified or compliant process. The incentive will be used in the evaluation of prices offered and shall be applicable only in making a determination for contract award. This evaluation incentive program allows for award to other than the low offeror in accordance with provision titled, Evaluation of Offers, in Section M of this Screening Information Request (SIR) or Request for Offer (RFO).

(b) To receive the evaluation incentive, the offeror must offer a product/service processed under the standards identified above; complete the required provision titled, Certification of Products/Services Offered, in Section K of this SIR; and provide the documentation required and listed in paragraphs (c) and (d), below. All referenced certification/compliance requirements shall be met prior to the time specified for receipt of offers for this SIR or RFO.

(c) Certification will be demonstrated by providing a copy of an ISO 9001:2000 Quality System Registrars' authentic certificate.

(d) ISO 9001:2000 compliance will be demonstrated by the presentation of documented proof of a second party audit within the last 12 months. Audit findings must confirm compliance.

L.4 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002) CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

L.5 SUBCONTRACTING PLAN (SEP 2007) CLA.4559

In accordance with the AMS Clause 3.6.1-4, Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan, Contractors are reminded that a

subcontracting plan may be required. Within 10 days of the Contracting Officer's request, Contractor's must submit a plan that must include, at a minimum, the information found at 3.6.1-4(d).

3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)

(a) The offeror (you) must submit information, documentation, and offers, including any modifications, in sealed envelopes or packages

(1) Addressed to the office specified in the SIR, and

(2) Showing the time specified for receipt, the SIR number, and your name and address.

(b) The FAA will consider electronic offers, modifications or withdrawals only if the SIR authorizes them.

(c) You must submit Item samples, if required. This SIR includes provision 3.2.2.3-4, "Samples."

3.2.2.3-20 ELECTRONIC OFFERS (JULY 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means, fax and e-mail. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to joy.Dickson@faa.gov.

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of a Fixed-Price contract resulting from this Screening Information Request.

3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (AUGUST 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST SIR PROVISION – SHORT FORM (MARCH 2006)

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)

3.2.2.3-6 SUBMITTALS IN ENGLISH LANGUAGE (JULY 2004)

3.2.2.3-7 SUBMITTALS IN U.S. CURRENCY (JULY 2004)

3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)

3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)

3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)

- 3.2.2.3-17 PREPARING OFFERS (JULY 2004)
- 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (JULY 2004)
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)
- 3.2.2.3-38 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION (JULY 2004)
- 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)

PART IV - SECTION M
EVALUATION FACTORS FOR AWARDS

AMS 3.2.4-31 EVALUATION OF OPTIONS

APRIL 1996

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**U.S. Department of Transportation
Federal Aviation Administration
Logistics Center**

**Software Maintenance for
Warehouse Management System (WMS)**

Statement of Work



**Prepared by FAA Logistics Center
Information Systems Group (AML-40)**

June 15, 2009

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1.0 Introduction

The Federal Aviation Administration Logistics Center (FAALC) is currently undergoing initiatives to improve FAALC efficiencies and substantially raise their performance, improve customer service and reduce costs. One such project was the installation of a Warehouse Management System (WMS). WMS manages FAALC Distribution Center warehousing activities, and interfaces with the Logistics and Inventory System (LIS) to support customer requisitioning of parts.

The WMS production site is in Oklahoma City, Oklahoma. The WMS disaster recovery site is in Atlantic City, New Jersey. This Statement of Work (SOW) is for WMS software maintenance. The FAALC is located at the Mike Monroney Aeronautical Center (MMAC) in Oklahoma City, Oklahoma. The disaster recovery WMS is also considered part of the FAALC for purposes of this SOW.

2.0 FAALC Background

FAALC manages the central National Airspace System (NAS) inventory warehouses and distribution facilities for the FAA. It provides routine and emergency logistics products and services to 8,000 FAA customers at 41,000 facilities and 28,000 sites, as well as to the Department of Defense (Air Force, Navy, Army), state agencies and foreign countries by providing 80,000 parts and services through its facilities.

FAALC provides, tracks and accounts for Facilities and Equipment (F&E) and Operations parts totaling \$1B. FAALC also provides storage facilities for General Services Administration (GSA), National Oceanic and Atmospheric Administration (NOAA) and Transportation Security Agency (TSA).

FAALC services include repair, fabrication, and overhaul of radar, navigation, landing, weather, communication, and automation equipment for the NAS. Services include diagnostic testing, engineering, fabrication, modification, overhaul, repair, and calibration of NAS system equipment and components, also providing emergency on-site repairs to the ARSR and TDWR, and other NAS systems with antennae arrays.

FAALC provides inventory management of stock levels, demand forecasting, contract management, customer assistance, and special project support for NAS installation and repair. FAALC is an ISO 9001:2000 certified distribution, warehousing, and repair facility, as well as certified for the design, implementation, and maintenance of software systems in support of the NAS.

3.0 WMS Background

3.1 WMS Development

WMS was installed at the FAALC under competitively awarded contract DTFA02-02-A-04110. WMS replaced and enhanced the functionality provided by the Distribution Center's antiquated

Computerized Dispatch System. WMS was a three year \$4.5 million project. WMS was placed in service April 2006.

Robocom Systems International (RSI) provided the major software application used for WMS. This is Robocom's Inventory Management System (RIMS). RIMS is a proprietary commercial-off-the-shelf (COTS) application. RSI then modified RIMS extensively to meet NAS Vulnerability Initiative and FAALC specific warehousing requirements. RIMS interfaces with the FAALC Logistics and Inventory System (LIS) that enables customers to order parts.

3.2 RIMS Description

RIMS is a flexible, cost-effective, WMS that integrates with leading front-end business systems and provides supply chain visibility critical to success in today's global marketplace. RIMS operates in an open system environment and interfaces with customer's existing information systems infrastructure. Designed to maximize productivity and streamline warehouse operations, RIMS offers an easy and effective method of monitoring the flow of material in and out of a warehouse and ensures high levels of accuracy.

RIMS is a user-friendly, menu-driven application designed to satisfy the requirements of virtually any warehouse operation: from simple paper-driven systems to completely wireless environments. As a browser-based system operating on a variety of platforms, RIMS is an easily maintained application incorporating the latest technology. RIMS also integrates with external material handling devices to provide maximum control over warehouse activities. RIMS provides a return on investment, cost savings and increased productivity. A RIMS implementation project provides complete warehouse functionality in a standard, state-of-the-art product.

3.3 Ongoing WMS Software Support

FAALC uses WMS to fulfill its mission to supply parts to the NAS to keep FAA equipment operating, such as the radars at hundreds of airports. WMS was a sizeable time and dollar investment that will now be supported through the rest of its operating life cycle.

RSI must be used for software maintenance, since they developed the RIMS proprietary software. Also, RSI has six years experience with positive performance satisfying FAALC specific WMS requirements. This included development of custom software for the FAALC, and support in areas such as system configuration, training, deployment, operations and software maintenance.

Part of using COTS software is that once installed the Contractor must be used for ongoing new software releases and help desk support. This is required for the RIMS base COTS software and custom modifications done to RIMS software by RSI for the FAA.

3.4 Software from Progress

RIMS was developed using Progress (short for Progress Software Corporation) COTS software, which requires separate licenses, new software releases and help desk support. As a Premier channel partner, RSI provides support for Progress to its end users directly.

4.0 Scope of Work

The WMS covered under this SOW is the real time WMS as custom modified by RSI and installed for the FAALC, and also includes ongoing changes made by RSI to the FAALC WMS. Software and source code provided by the Contractor must work seamlessly with the rest of the FAALC WMS.

The FAALC WMS requires the use of an Oracle database. As new releases of the Oracle database become available and are approved for implementation by the FAA WMS Project Manager, RSI must modify (and deliver to FAA) the RIMS application as required to support the new release of the database.

Contractor must provide the following products and services:

- a. RIMS software maintenance
- b. RIMS source code updates
- c. Progress software maintenance for RIMS production, test and development servers
- d. Progress software maintenance for RIMS disaster recovery server

5.0 Description of Tasks

Contractor must provide the products and services as described below.

5.1 RIMS Software Maintenance

5.1.1 RIMS Software Releases

New RIMS software releases must be provided as they become available including software updates, upgrades, enhancements and patches (fixes). This is required for the RIMS base COTS software and custom modifications done to RIMS software by RSI for the FAALC. This must include updated manuals and documentation that are normally provided with such software releases. Refer to Appendixes A and B for more details.

5.1.2 RIMS Help Desk Support

Help desk support personnel must provide assistance operating RIMS to any FAALC personnel requesting it. This is required for the RIMS base COTS software and custom modifications done to RIMS software by RSI for the FAALC. Help desk support must be provided 24 hours per day, 7 days per week, including legal Holidays. FAALC requests may be made by telephone, email, facsimile and mail. Refer to Appendixes A and B for more details.

Contractor must diagnose problems by accessing, when necessary the FAALC RIMS, using a FAA approved secure virtual private network (VPN) connection or other FAA approved means of connection. Contractor must repair or resolve the problem remotely if possible.

5.2 RIMS Source Code Updates

RIMS source code updates must be provided when new RIMS software releases become available including updates, upgrades, enhancements and patches (fixes). This is required for the RIMS base COTS software and custom modifications done to RIMS software by RSI for the FAALC.

5.3 Progress Software Maintenance for RIMS Production, Test and Development Servers

Progress software maintenance must be provided for the FAALC WMS production site in Oklahoma City for the RIMS production, test and development servers. The types of Progress software to be covered follow:

- a. Oracle Dataserver
- b. WebSpeed Transaction Server
- c. 4GL Development System

New Progress software releases must be provided as they become available including software updates, upgrades, enhancements and patches (fixes). This must include updated manuals and documentation that are normally provided with such software releases.

RSI help desk support personnel must provide assistance using Progress software to any FAALC Information Systems Group (ISG) technical personnel requesting it. Help desk support must be provided 24 hours per day, 7 days per week, including legal Holidays.

RSI must diagnose problems by accessing, when necessary the FAALC Progress software, using a FAA approved secure virtual private network (VPN) connection or other FAA approved means of connection. RSI must repair or resolve the problem remotely if possible.

5.4 Progress Software Maintenance for RIMS Disaster Recovery Server

Progress software maintenance must be provided for the FAALC WMS disaster recovery site in Atlantic City for the disaster recovery server. This software maintenance must still be in effect if the disaster recovery site changes. The software maintenance must be to the same extent as described for the production site in the preceding SOW section.

6.0 Other Work Requirements

Contractor must satisfy the following requirements as they provide this contract's products and services.

6.1 Communications

Contractor must specify to the FAA WMS Project Manager and Contracting Officer's Technical Representative (COTR), their primary management level point of contact (POC) for resolving management related items. Contractor must work with the FAA as a team within the requirements of the contract. Contractor must maintain open communications with the FAA particularly with the Contracting Officer (CO), COTR, FAA WMS Project Manager and FAA subject matter experts (SMEs).

Contractor must use information and input provided by the FAA to perform SOW tasks. Contractor must provide written and verbal work statuses when requested by the CO, COTR and FAA WMS Project Manager. Contractor communications with FAA must include but are not limited to the following:

- a. Documents using Microsoft Office applications
- b. Teleconferences
- c. Electronic mail
- d. Telephone
- e. Facsimile

6.2 Deliverables and Schedule

Contract deliverables are the products that must be provided for the four items listed in SOW section 4. Contractor must provide those items from start to finish of the contract 1-year base period and for each of the up to three contractually exercised 1-year option periods. Contract deliverables include but are not limited to:

- a. New software releases in accordance with SOW sections 5.1.1, 5.3 and 5.4
- b. Source code in accordance with SOW section 5.2
- c. Software documentation in accordance with SOW sections 5.1.1, 5.3 and 5.4

All documentation type deliverables must be submitted to both the FAA WMS Project Manager and COTR. Non-documentation type deliverables such as software and source code must be submitted to the FAA WMS Project Manager or COTR. Contractor must deliver machine-readable unencrypted source code. Source code must be submitted the same time as its corresponding software is submitted unless authorized otherwise by FAA. Software and source code must be delivered on compact disc(s) unless authorized otherwise by FAA.

Contractor must use Microsoft Office applications for documentation type deliverables developed (not previously existing) under this contract, unless FAA gives authorization otherwise. Existing documentation delivered by the Contractor must also be in Microsoft Office applications, if it so already exists in that format. Documentation unless authorized otherwise by FAA, must be submitted by email in editable formats.

FAA must have the right to test, inspect, determine acceptance, and request changes to the Contractor for them to resubmit. FAA actions in this regard will be in context with SOW requirements, the contract and industry best practice.

6.3 Licenses

Contractor must provide software licenses and source code licenses for all software manufactured by the Contractor that is delivered under this contract. Contractor must provide FAA with Oklahoma City metropolitan area-wide, unlimited site licenses. This must also include the WMS disaster recovery site in Atlantic City (or elsewhere if that location changes).

The licenses must include a perpetual right for FAA to use and modify the source code subject to the following conditions. ("FAA" in the preceding sentence means FAA government employees, and AML-40's full time MMAC support staff contractors. FAA must not disclose source code to other than these personnel.)

- a. The source code will have to be kept confidential, and RSI will be entitled to injunctive relief to prevent or halt, and indemnification for any damages suffered as a result of, an unauthorized disclosure of the source code.
- b. RSI must be notified if any of its products, or components of those products, are modified by any person other than an authorized RSI employee (such notice does not have to include any information about the nature or scope of the modification).
- c. All of RSI's product warranties will be void in the event any of the products, or components of the products, are modified by any person other than an authorized RSI employee.
- d. If any of the products, or components of the products, are modified by any person other than an authorized RSI employee, all of RSI's products will no longer be covered by RSI's standard maintenance package. After such modifications, all maintenance services will be billed at RSI's hourly rates, with an annual minimum equal to RSI's annual maintenance fee. (FAA must have the right to immediately discontinue maintenance if it changes to an hourly rate basis.)

6.4 Section 508 Compliance

All products and services provided by the Contractor must meet the Electronic and Information Technology Accessibility Standards (36 CFR Part 1194) to comply with Section 508 of the Rehabilitation Act of 1973. Contractor must comply with the 1194.21 standard.

6.5 Security

Contractor must comply with:

- a. FAA security suitability investigation requirements for Contractor personnel to access FAA information systems
- b. Accessing WMS remotely using FAA approved secure means of connection

- c. Not revealing information the Contractor may become privy to that FAA considers to be sensitive in nature, to anyone other than those with an authorized need to know

7.0 Acronyms

AML-40	Information Systems Group
ARSR	Air Route Surveillance Radar
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
COTS	Commercial-off-the-Shelf
CRON	UNIX command for scheduling jobs to be executed
FAA	Federal Aviation Administration
FAALC	Federal Aviation Administration Logistics Center
F&E	Facilities and Equipment
GSA	General Services Administration
ISG	Information Systems Group
ISO	International Organization for Standardization
LIS	Logistics and Inventory System
MMAC	Mike Monroney Aeronautical Center
NAS	National Airspace System
NOAA	National Oceanic and Atmospheric Administration
PAR	Problem Action Report
POC	Point of Contact
RF	Radio Frequency
RIMS	Robocom's Inventory Management System
RSI	Robocom Systems International
SME	Subject Matter Expert
SOW	Statement of Work
TDWR	Terminal Doppler Weather Radar
TSA	Transportation Security Agency
VPN	Virtual Private Network
WMS	Warehouse Management System

Appendix A - RSI Help Desk Priority Performance Criteria

All inquiries made to the RSI help desk must be handled according to the following priority criteria. However, RSI must work tasks in an order different from that in which they are received by RSI, if the FAA WMS Project Manager or COTR requests a different prioritization. RSI must also provide written or verbal status reports of help desk tasks when requested by the FAA WMS Project Manager and COTR.

The help desk must be manned by numerous technicians and have separate phone lines and a separate email address. RSI support technicians must carry state-of-the-art cell phones so that customers can promptly discuss the problem with a qualified person. Support technicians must be able to dial into customer systems from home so there is no delay in service when the issues occur during off-hours.

Priority	Description	Service Performance
All Inquiries	Applies to all inquiries (calls, emails, faxes, etc.)	Upon receipt, all inquiries must receive an initial investigation that may include getting back in touch with the end user to further refine/define the problem. Issues that are deemed as high priority (see below) are dealt with immediately; others are addressed as warranted. If a programming fix is required, then a Problem Action Report (PAR) is entered in RSI internal system, the program is fixed and tested, and when possible the fix is sent to the customer/end user. (This fix is also then part of the next patch so that all customers/end users benefit from the fix.) Depending on the severity of the problem, the turn-around for such problems can be immediate to several days. It is also possible that if a programming fix is required and the end user is using an old version of RIMS, RSI may decide that the fix will only go into the current version of RIMS. In that case the customer/end user is so informed with a recommendation for upgrade.

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Priority	Description	Service Performance
High	A major fault in a key function in the Basic Software or custom modifications done to RIMS software by RSI for the FAALC that causes an end user to lose key processing. This could mean the end user site is down, the RF sub-system is down or a key operation (receiving, picking, etc.) is not operational.	As soon as RSI is made aware of such a situation, a support analyst immediately begins to tackle the problem. For example, if a live site is down, this is considered the highest priority and someone will work on the problem until it is solved. If necessary technical support from the RSI staff is immediately enlisted to identify and correct the problem, no matter what the time of day or night. The work effort does not stop until the problem is solved or a work-around is provided. For example, if there is RF hardware failure then RSI might step the customer/end user through the RIMS paper back-up process.
Medium	The Basic Software or custom modifications done to RIMS software by RSI for the FAALC appears to be causing a problem, but the end user is able to continue to operate. This may be an interface problem or a software configuration issue. This may also mean that "normal" functionality as the end user knows it is not working, but an alternate approach could be used in the interim.	Such inquiries should not be made during off hours, and are usually handled via email/fax to RSI helpdesk. Initial contact is used to gather as much information as possible. Often these problems can be easily solved. If the end user can continue to operate and further research is needed then that call goes into the follow-up queue for a later time, usually by the next day. Medium priority issues are followed up on in the order that RSI receives them. All attempts are made to get back to the customer/end user during the next RSI work day. The support analyst will dial into the end user site in an attempt to diagnose the problem. If the issue is a configuration issue then the support analyst can call the customer/end user and let him know the problem and offer alternative suggestions so that the problem does not recur.

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Priority	Description	Service Performance
Low	A misunderstanding in the Basic Software or custom modifications done to RIMS software by RSI for the FAALC that rarely is a programming issue, but more often requests for information. Sometimes these calls are "how to's" and sometimes they are "what if's".	Such issues should usually come to the RSI helpdesk via email or fax. These issues are often answered on the spot or if they come in at night on the next workday. If follow-up is required (because dial in has to take place or more important issues are currently being handled) then these issues too are followed up in the order that RSI receives them. Sometimes these issues spur cosmetic changes which then become part of the next patch or release. If a low priority issue involves a programming fix then it usually is the kind that is not sent out immediately but rather included in the next patch. If the issue is not being addressed at this time, then the customer/end user is so informed.
Enhancements	A new or revised feature that in the opinion of the end user would benefit their use of the Basic Software.	This must be forwarded to RSI management for consideration for inclusion in a future version.

Appendix B - RSI Help Desk Support Services

The following sentence applies to all work done on this contract, including but not limited to that described in this entire SOW including its Appendix B. The Contractor must not provide any products, services and travel that result in additional fees than those specified in contract Section B, unless the Contractor has prior authorization from the Contracting Officer.

B.1 In consideration of payment by the FAA of the Support Fees set forth in the Part I – Section B of this contract, RSI agrees to provide the support and maintenance services described in this Statement of Work (the “Support Services”) for the Software, all based on the terms and conditions set forth in this Maintenance Agreement.

B.2 RSI will provide the FAA with the following services:

a. RSI will operate a Help Desk at the telephone number and e-mail address specified below, where the FAA can request assistance operating the Basic Software as well as the custom modifications done to RIMS software by RSI for the FAALC (collectively, the “System”). All requests for service must be directed to the RSI Help Desk. Normal hours during which the FAA may telephone the Help Desk are 8:30 AM to 5:00 PM Eastern Time, Monday through Friday, excluding legal Holidays (“normal hours”). After Hours Support lines can be used to obtain support outside of RSI’s standard helpdesk hours.

b. Upon receipt of a request for service, RSI will attempt as soon as practicable to access the System remotely in order to diagnose the source of the operating problem and, if possible, repair or resolve the problem without an on-site service call. If RSI determines that a service call to the Service Site is required, RSI will dispatch a technician to the Service Site as soon as practicable. RSI will advise the FAA of any other potential problems which may require service which RSI detects while diagnosing or servicing the System.

c. If RSI determines that the problem relates to the Basic Software or the custom modifications done to RIMS software by RSI for the FAALC, RSI will recommend suitable corrective steps and upon FAA consent implement those steps to correct the problem. If RSI determines that the problem relates to RSI provided Equipment or RSI provided Purchased Software, RSI will pursue the resolution of the problem, which may include contacting the relevant third party vendor, subject to any limitations imposed by such vendors on the warranties or other remedies which they provide.

d. During the Term of this Maintenance Agreement, RSI will provide all upgrade releases for the Basic Software (“Basic Software Releases”) as they become available. Installation of upgrade releases remains the sole responsibility of the FAA. As maintenance and upgrade releases to any RSI provided Purchased Software (“Purchased Software Releases”) becomes available, RSI will evaluate the potential impact of the Purchased Software Release as it relates to the operation of the Basic Software (as modified by any Basic Software Releases) (the “Current Basic Software”) and report to the FAA with RSI’s conclusions. If this report concludes that significant adjustments will be required to the Current Basic Software if the Purchased Software Release is installed, then upon the FAA’s request, RSI will provide the FAA

with an estimate of the costs of such adjustments. If the FAA agrees to pay those costs, RSI will make such adjustments and install the release at the RSI normal hourly charges.

B.3 RSI's obligations to provide Support Services hereunder are subject to the following limitations:

- a. The FAA agrees to notify RSI in advance of any and all environmental/infrastructure configuration, file system, or other changes that the FAA wishes to make to the System. Upon receipt of such notification RSI will promptly review the impact such changes may have on the Basic Software or the custom modifications done to RIMS software by RSI for the FAALC. Upon completing the review RSI will provide the FAA with advice regarding how to perform such changes so as to minimize any adverse effect on the Basic Software and upon RSI and FAA's mutual agreement as to RSI's fee to implement such changes, RSI provide the FAA with any necessary adjustments to the Basic Software and or custom modifications done to RIMS software by RSI for the FAALC. (This effort is outside the scope of the current contract.) If the FAA effects a change to the Software and/or Equipment without first obtaining RSI approval, any maintenance or support services which become necessary as a result of the change will not be covered by the Support Fees and RSI will have no obligation to provide such services. If requested thereafter by the FAA, RSI will review the FAA changes under Section B.2 above and (if the FAA agrees) proceed to address any necessary adjustments in accordance with that Section.
- b. This Maintenance Agreement does not cover any damages (including but not limited to: business interruption, loss of data, failure to meet any duty) that result from the failure of Equipment or Software that was not provided by RSI or its partners. At the FAA's request RSI will support these types of issues on a time and material basis should the need arise.
- c. The FAA agrees to provide remote access to the system running the Basic Software.
- d. If repair or replacement of defective Equipment is necessary, the FAA will be responsible to remove and ship the defective Equipment to RSI (or elsewhere, as RSI may direct). Upon receipt of the defective Equipment, RSI will pursue with the manufacturer on FAA's behalf the repair and or replacement of the defective Equipment, subject to the terms of the vendor's warranties. If the vendor imposes any charges for repair or replacement of defective Equipment, the FAA will be responsible for those charges. RSI will return the repaired or replacement Equipment to the FAA at the Service Site, or any other location mutually agreed to. The FAA will be responsible for re-installing the repaired or replacement Equipment.
- e. This Maintenance Agreement does not include the furnishing of accessories of any nature, or consumable supplies such as ink cartridges and paper.
- f. This Maintenance Agreement does not guarantee uninterrupted operation of the Software and/or Hardware.
- g. The Support Fees do not include charges for service calls or additional service time arising from abuse, misuse, modification, mishandling of the equipment, or damage due to forces

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external to the machine including, but not limited to, the following: acts of God, flood, power surges or failures, defective electrical work, transportation, foreign equipment/attachments, accident, disaster, neglect, alterations, service work performed by unauthorized parties or any other cause beyond RSI's control.

h. RSI's obligation to provide Support Services will cease with respect to any Software or Equipment which the FAA modifies (and will not apply to any software or equipment which the FAA adds) subsequent to the Commencement Date of this Maintenance Agreement, unless the FAA first notifies RSI of such modification or addition and the FAA and RSI modify this Maintenance Agreement in writing to include the relevant modification or addition and reflect any adjustments in the Support Fees due to RSI.

i. The FAA will provide RSI's technicians who visit the Service Site to effect service, at no charge, ready access to the Software and/or Equipment (subject to FAA's standard industrial security rules and policies) and adequate working space, light, heat, ventilation, electrical current, and outlets.

j. Unless otherwise specified in this Maintenance Agreement, the FAA is responsible for all day to day maintenance and administration tasks as required by a typical computer system on which the Software resides, including, but not limited to:

- User and Group Administration
- User Accounting
- Monitor Disk Usage

- Install/configure Peripherals
- Printer Scheduler Administration
- Operating System Administration and Maintenance
- File System Administration

- Database Administration and Maintenance
- Database Tuning
- Develop Backup Strategy
- Perform Periodic Backups and Archiving

- CRON Administration
- E-MAIL Administration
- Kernel Tuning

Helpdesk Contact Information:

Standard Support
Email address: helpdesk@robocom.com
Phone: 516-795-5843

After Hours Support
516-840-3100 Primary
516-840-3101 Secondary